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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
LOS ANGELES DIVISION

CATALINA YACHTS, INC., a
California Corporation,

Plaintiff,

v.

SHARON DAY, an individual;
GERARD DOUGLAS, an individual;
and DOES 1 through 10, inclusive,

Defendants.

Case No. 2:25-CV-04090-SVW-RAO

**MEMORANDUM OF POINTS
AND AUTHORITIES IN
SUPPORT OF MOTION TO
TRANSFER VENUE PURSUANT
TO 28 U.S.C. § 1404(a)**

Date: TBD
Time: 1:30 p.m.
Judge: Hon. Steven V. Wilson
Date Action Filed: May 7, 2025

Accompanying Documents:
Notice of Motion to Transfer;
Declaration of Sharon Day;
Declaration of Steven M. Berman;
and [Proposed] Order

Defendant Sharon Day respectfully submits the following Memorandum of
Points and Authorities:

I. INTRODUCTION

This case should be transferred to the Middle District of Florida pursuant to 28
U.S.C. § 1404(a). While Plaintiff filed in this District, the subject matter of the
dispute (assets sold triggering a contractual obligation), along with the operative

1 facts, key witnesses, and relevant documents are all centered in Florida. On balance,
2 the convenience of parties and witnesses, and the interests of justice, strongly favor
3 transfer.

4 The dispute between the parties revolves around Bonus Compensation
5 Agreements the Plaintiffs are obligated to the Defendants which are triggered by a
6 sale of “all of Catalina’s assets” belonging to the Plaintiff. (Compl., Ex. 1, p. 6.)
7 Here, Plaintiff sold off its entire Florida manufacturing operations spread across a
8 manufacturing campus consisting of more than 17 acres and nine distinct
9 manufacturing facilities, equipment, tools, inventory, supplies and intellectual
10 property to a purchaser who now runs the substantial Florida manufacturing campus.
11 (Decl. of S. Berman, ¶¶ 4-5). Plaintiff’s sale of the Florida operations is what, before
12 the litigation *sub judice* was even filed, Day demanded triggered the Bonus
13 Compensation Agreement’s payment obligations to her. While Plaintiff and Day
14 were addressing the payment of the bonus on the sale of the Florida operations,
15 Plaintiff ran to this Court to assert venue. (*Id.* at ¶ 6).

16 Plaintiff’s declaratory relief and Day’s claims against Plaintiff and potentially
17 third parties will revolve nearly exclusively on the facts arising from Plaintiff’s sale
18 of the Florida operations and then the application of those facts to the Bonus
19 Compensation Agreement at issue. If the sale of the Florida operations satisfies the
20 payment obligation under the Bonus Compensation Agreement, then Plaintiff
21 breached the Bonus Compensation Agreement. In other words, Plaintiff pleads they
22 did not breach, and Day will assert Plaintiff did breach; and resolution of this dispute
23 will depend upon the depth and breadth of what was sold in the sale of the Florida
24 operations. What consisted of those Florida operations will require discovery of
25 witnesses in Florida, including current employees and former employees of the
26 Florida operations, as well as the buyer of those same operations, which is located in
27 North Carolina. Plaintiff’s very assertion that its sale did not create payment
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1 obligations to its former executives, is dependent upon what was included in the sale
2 of the Florida operations.

3 **II. BACKGROUND**

4 Sharon Day began her career at Catalina Yachts in Woodland Hills, California,
5 back in July 1974, as an Administrative Assistant to the President, and over the course
6 of the ensuing fifty years she gave the better part of her life to Catalina Yachts having
7 been promoted to Office Manager and eventually advanced to Vice President of
8 Sales. (Decl. S. Day, pp. 1-2.) In that role, she developed sales strategies and
9 coordinated efforts with Catalina Yacht dealers throughout the United States and
10 internationally. *Id.*, p. 2. Following the passing of the Catalina Yachts' founder and
11 President Frank Butler in 2020, Catalina Yachts named Ms. Day as President. *Id.* She
12 relocated her family to Florida to assume the role and responsibilities of President,
13 continuing to lead the company with a commitment to its legacy and growth. *Id.*

14 This case centers around the parties' contractual obligations contained in a
15 Bonus Compensation Agreement. In 2002, while employed by Catalina Yachts, Mr.
16 Butler wanted to reward Ms. Day's lifetime of service and they executed the Bonus
17 Compensation Agreement, which is attached to Plaintiff's Complaint as Exhibit 1.
18 (Compl., Ex. 1). The Bonus Compensation Agreement provides that Ms. Day is
19 entitled to bonus compensation pursuant to the terms of that Bonus Compensation
20 Agreement. *Id.*

21 Ms. Day signed the Bonus Compensation Agreement in California where she
22 worked; however, she worked closely with both the California and Florida plants.
23 (Decl. S. Day, p. 2). Indeed, beginning in 1984, Ms. Day frequently travelled to
24 Florida at least once or twice a month to conduct business for Catalina Yachts. *Id.* In
25 2006, Catalina Yachts began transitioning production from California to Florida, and
26 the move took a few years to fully complete. *Id.* And publicly available information
27 indicates that Catalina Yachts fully moved its entire manufacturing operations to
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1 Florida in 2020 and also sold its Woodland Hills, California, property in 2022. (Decl.
2 of S. Berman, ¶ 3).

3 After Mr. Butler's passing in November 2020, Catalina Yachts appointed Ms.
4 Day to be President of Catalina Yachts. (Decl. of S. Day, p. 2). A few months later,
5 in April 2021, with the promises made by Mr. Butler and Catalina Yachts, the
6 president was needed in Florida where substantially all of the Plaintiff's remaining
7 business assets were situated, she purchased property in St. Petersburg, Florida, and
8 moved with her husband to Florida. *Id.* At this point, she worked almost exclusively
9 at the Catalina Yachts' offices in Florida. *Id.*

10 On September 26, 2024, Hurricane Helene destroyed Ms. Day's home and
11 personal property. *Id.* She remained in Florida in temporary housing, continued
12 working for Catalina Yachts, and remained as President until December 2, 2024. *Id.*
13 Following her retirement and because her home was destroyed by the hurricane, Ms.
14 Day moved to live with one of her daughters in Las Vegas, Nevada, where she
15 currently resides. *Id.*, p. 3.

16 On April 30, 2025, Catalina Yachts sold its entire Florida operations, all of
17 which were located in Florida. *Id.*; *see also* Decl. of S. Berman, ¶ 4. Catalina Yachts
18 employees and individuals with knowledge regarding the sale of Catalina Yachts'
19 assets reside in Florida or outside of California. Decl. of S. Day, p. 2. These
20 individuals are likely to be material witnesses in this case. *Id.* Some names include
21 Patrick Turner, President; Jon Ames, Engineer; Brenda Stafford, Administrator; and
22 Mike Quinn, Plant Supervisor. *Id.* Witnesses with knowledge regarding the sale and
23 purchase of Catalina Yachts' assets also reside in North Carolina, including
24 employees of Daedalus Yachts, which is the entity that purchased Catalina Yachts
25 and Daedalus Yachts are now in possession of and operating the Plaintiff's former
26 Florida operations. *Id.* *see also* Decl. of S. Berman, ¶ 4.

27 Upon learning of the sale of Catalina Yachts' Florida operations, undersigned
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1 counsel contacted Catalina Yachts and their counsel regarding the Bonus
2 Compensation Agreement and Ms. Day's entitlement to payment. *See* Decl. S.
3 Berman, ¶ 6. After admitting Ms. Day was entitled to receive the Bonus
4 Compensation Agreement, the undersigned confirmed the parties' communications,
5 *id.*, and after Catalina Yachts strung out the parties' discussion about compliance
6 with the Bonus Compensation Agreement, Catalina Yachts suddenly filed the instant
7 action in California asking this Court to enter a declaratory judgment that no bonus
8 payments are due. Had counsel for Plaintiff not led the undersigned on in a feigned
9 negotiation, the undersigned would have brought a breach of contract action in the
10 Middle District of Florida where the Florida operations reside and because this case
11 could have originally been brought there. *Id.*

12 As explained below, transfer of venue is important because although Catalina
13 Yachts had a presence in California, the events giving rise to this dispute—namely
14 the triggering event for the Bonus Compensation Agreement—occurred primarily in
15 Florida.

16 **III. LEGAL STANDARD**

17 Pursuant to 28 U.S.C. § 1404(a), a district court may transfer a civil action
18 “[f]or the convenience of parties and witnesses, in the interest of justice, . . . to any
19 other district or division where it might have been brought.” “The purpose of §
20 1404(a) is ‘to prevent the waste of time, energy, and money and to protect litigants,
21 witnesses and the public against unnecessary inconvenience and expense.’”
22 *Hallenberg v. Walker*, No. 1:24-CV-01486-JLT-BAM, 2025 WL 1330129, at *6
23 (E.D. Cal. May 7, 2025) (quoting *Van Dusen v. Barrack*, 376 U.S. 612, 616 (1964)).
24 The decision lies within the broad discretion of the trial court; and “in considering a
25 transfer pursuant to section 1404(a), the district court undertakes an ‘individualized,
26 case-by-case consideration of convenience and fairness.’” *Belkorp AG, LLC v.*
27 *Venture Prods., Inc.*, No. 1:23-CV-00762-DJC-DB, 2025 WL 916882, at *1 (E.D.

1 Cal. Mar. 26, 2025) (quoting *Jones v. GNC Franchising, Inc.*, 211 F.3d 495, 498 (9th
2 Cir. 2000) (internal citation omitted)); *see also Commodity Futures Trading Comm’n*
3 *v. Savage*, 611 F.2d 270, 279 (9th Cir. 1979); *Norwood v. Kirkpatrick*, 349 U.S. 29,
4 32 (1955).

5 In exercising their discretion, “Courts employ a two-step analysis to determine
6 whether transfer is appropriate. First, courts consider whether the case could have
7 been brought in the proposed transferee forum. Second, courts consider whether
8 transfer would be convenient and fair.” *Vasseur v. Johnson & Johnson Consumer,*
9 *Inc.*, No. 2:24-CV-07487-MCS-BFM, 2025 WL 576548, at *1 (C.D. Cal. Feb. 12,
10 2025) (citing *Park v. Dole Fresh Vegetables, Inc.*, 964 F. Supp. 2d 1088, 1093 (N.D.
11 Cal. 2013)). Courts consider various factors when deciding whether transfer would
12 be convenient and fair:

13 (1) the location where the relevant agreements were negotiated and
14 executed; (2) the state that is most familiar with the governing law; (3)
15 the plaintiff’s choice of forum; (4) the respective parties’ contacts with
16 the forum; (5) the contacts relating to the plaintiff’s cause of action in
17 the chosen forum; (6) the differences in the costs of litigation in the two
18 fora; (7) the availability of compulsory process to compel attendance of
19 unwilling non-party witnesses; and (8) the ease of access to sources of
20 proof. Additional factors the Court may consider are whether a forum
21 selection clause is present and whether there is any relevant public
22 interest at play in the forum state. Relevant public interests include
23 degrees of court congestion, whether the litigation is duplicative and
24 which suit was filed first, potential conflicts of laws, and burdening
25 citizens of an unrelated forum with jury duty.

26 *United Prods. & Tech. Ltd. v. Above Edge, LLC*, No. CV212661DMGAFMX, 2021
27 WL 4815956, at *1–2 (C.D. Cal. June 3, 2021) (cleaned up).

28 Although there is a presumption in favor of a plaintiffs’ choice of forum, that
presumption is diminished where the operative facts did not occur in the chosen
forum. *See Kumar v. Kulicke & Soffa Indus., Inc.*, No. CV 18-3969-R, 2019 WL
9104040, at *1 (C.D. Cal. Jan. 22, 2019) (citations omitted).

29 **III. ARGUMENT**

1 **A. The Action Could Have Been Brought in the Middle District of Florida.**

2 Transfer under § 1404(a) is only permissible if the transferee court is one in
3 which the action “might have been brought.” *See Hoffman v. Blaski*, 363 U.S. 335,
4 343–44 (1960). That requirement is satisfied here. The Middle District of Florida has
5 subject matter jurisdiction over this diversity action, personal jurisdiction over
6 Defendants, and is a proper venue. Not only has Plaintiff sold off properties and
7 moved all of its manufacturing from its California location to Florida, but also this
8 case hinges on whether a substantial sale of Plaintiff’s assets has occurred, which
9 means a substantial part of the events giving rise to the claim occurred in Florida.
10 This case could have been brought in the Middle District of Florida.

11 **B. Relevant factors, including the Convenience of Witnesses, the Parties’**
12 **Contacts, the Contract relating to Plaintiff’s Cause of Action, and Ease of Access**
13 **to Sources of Proof Strongly Favor Transfer to Florida.**

14 Courts in the Ninth Circuit routinely consider a myriad of factors in evaluating
15 whether a transfer of venue is convenient and fair. *See United Prods & Tech. Ltd.*,
16 2021 WL 4815956, at *1-2. While certain factors like the negotiation and execution
17 of the Agreement, governing law, and Plaintiff’s choice of forum might slightly favor
18 California, the other factors strongly counsel against litigation in California and in
19 favor of transfer to Florida, including the parties’ contacts with Florida, the
20 differences in the costs of litigation, the availability of compulsory process to compel
21 non-party witnesses, and the ease of access to sources of proof.

22 Indeed, the convenience of third-party witnesses is “frequently the most
23 important factor in the section 1404(a) calculus.” *Burke v. USF Reddaway, Inc.*, No.
24 2:12-cv-02641-KJM-GGH, 2013 WL 85428, at *4 (E.D. Cal. Jan. 8, 2013); *see also*
25 *Guingao v. Datalogix Texas Inc.*, No. 2:14-CV-02103-SVW-EX, 2014 WL
26 12688862, at *1 (C.D. Cal. June 5, 2014). This Court has emphasized that “a moving
27 party must clearly specify key witnesses to be called in order to support contentions
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1 of inconvenience to witnesses.” *Symantec Corp. v. V-Micro Inc.*, 07-CV-5638 SVW
2 (JWJx), 2008 WL 11338120, at *5 (C.D. Cal. Apr. 3, 2008); *see also Kumar*, No.
3 CV 18-3969-R, 2019 WL 9104040, at *1 (transferring to Pennsylvania because
4 Company and majority of witnesses who will testify located there).

5 Here, several material witnesses—including current employees—reside in
6 Florida. *See Decl. of S. Day*, ¶ 12. These witnesses are outside the subpoena power
7 of this Court but within the reach of the Middle District of Florida. Their testimony
8 is not merely background; it is central to the issue of whether, following the sale of
9 Florida operations from Catalina Yachts to Daedalus Yacht, the contingencies
10 entitling Ms. Day to payment under the Bonus Payment Agreement occurred. *See*
11 *Guingao v. Datalogix Texas Inc.*, 2014 WL 12688862, at *1 (C.D. Cal. June 5, 2014)
12 (distinguishing between background witnesses and those necessary to resolve the
13 dispute).

14 Moreover, the cost and logistical burden of transporting these witnesses to
15 California would be substantial. Transferring the case would reduce that burden and
16 facilitate live testimony, which is preferable to deposition transcripts. *See Decker*
17 *Coal Co.*, 805 F.2d at 843.

18 In addition, the relative ease of access to sources of proof favors transfer to
19 Florida. In order to resolve Plaintiff’s claims and any potential counterclaims and
20 third-party claims brought by Ms. Day, this Court must consider whether any
21 triggering event has occurred to require Plaintiff to abide by the terms of the Bonus
22 Compensation Agreement and fulfill an obligation to pay. Importantly, Plaintiff’s
23 Complaint in paragraph 18 concedes that a sale of Catalina Yacht assets occurred on
24 April 30, 2025, and in resolving this dispute, the fact-finder will need to determine
25 whether what was sold, comprising the Florida operations, obligates the Plaintiff to
26 pay under the terms of the Bonus Compensation Agreement. (Compl., p. 4). This
27 factual issue will be resolved based on evidence concerning the company’s assets,
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1 which are located at Catalina Yacht’s operations in Florida. Moreover, the buyer of
2 Catalina Yachts’ assets—Daedalus Yacht—is located in North Carolina, which is
3 significantly closer to Florida than California.

4 Accordingly, the factors routinely considered by this Court counsel in favor of
5 transfer to Florida.

6 **C. The Interests of Justice Weigh in Favor of Transfer**

7 The “interests of justice” encompass a broad range of considerations, including
8 judicial economy, court congestion, and the local interest in resolving localized
9 controversies. *See Symantec Corp.*, 2008 WL 11338120, at *3; *In re*
10 *Genesisintermedia, Inc. Sec. Litig.*, 2003 WL 25667662, at *4.

11 Importantly, other than perhaps some offices in Woodland Hills, California,
12 Catalina Yachts’ own actions demonstrate the significant interest Florida has in
13 resolving this litigation and the little interest California has in the litigation. Catalina
14 Yachts sold their California headquarters in Woodland Hills in 2022 thereby
15 abandoning California to move all of its manufacturing to Florida.

16 Florida has a strong interest in adjudicating this dispute. The sale of Catalina’s
17 Florida operations, which triggered the bonus obligation, occurred in Florida.
18 Plaintiff lived and worked in Florida. *See Kumar*, 2019 WL 9104040, at *1
19 (transferring venue where operative facts occurred in transferee forum). By contrast,
20 although the parties executed the Bonus Compensation Agreement in California,
21 other ties to California are minimal and do *not* “go to the central issue(s) in this case.”
22 *Luna v. Wal-Mart Transportation, LLC*, 2018 WL 3569357, at *3, The relevant
23 conduct and decisions occurred in Florida, the Florida operations were sold in
24 Florida, and if this Court agrees that the obligations of the Bonus Compensation
25 Agreement were triggered, Plaintiff breached that agreement in Florida, not
26 California.

27 Additionally, the Central District of California is significantly more congested
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1 than the Middle District of Florida. According to the 2024 Federal Judicial Caseload
2 Statistics: the Central District of California had 14,842 cases whereas the Middle
3 District of Florida had 6,868 civil cases, and the median time interval in months for
4 termination by court action during or after pretrial is 28.2 months in the Central
5 District of California and only 14 months in the Middle District of Florida.¹

6 While some metrics may slightly favor California, the overall burden on the
7 court system and the efficiency of trial proceedings suggest the interests of justice
8 favor transfer to Florida.

9 **D. Plaintiff's Choice of Forum Is Entitled to Minimal Deference**

10 Although a plaintiff's choice of forum is generally accorded deference, that
11 deference is reduced where the operative facts did not occur in the chosen forum or
12 where there is evidence of forum shopping. *See Vigman*, 764 F.2d at 1317; *Rousseaux*
13 *v. Fin. Indus. Regul. Auth., Inc.*, 2008 WL 11508653, at *2 (S.D. Cal. Mar. 14, 2008).

14 Here, Plaintiff's selection of this forum appears strategic rather than
15 substantive, particularly given the timing in filing the instant action after the
16 undersigned communicated with Plaintiff's counsel who admitted the Bonus
17 Compensation Agreement obligation was triggered, the undersigned confirmed the
18 communication, and then while Ms. Day was working to consensually resolve the
19 timing of the payment due, Plaintiff sued in this court and for the first time,
20 challenged the enforceability of the Bonus Compensation Agreement.

21 As explained above, a plaintiff's chosen forum receives little deference where
22 it is apparent that plaintiff is engaged in "forum shopping" and is offered an equally
23 or more convenient forum elsewhere. *Rousseaux v. Fin. Indus. Regul. Auth., Inc.*, No.
24 07CV1986 JLS (CAB), 2008 WL 11508653, at *2 (S.D. Cal. Mar. 14, 2008) (citing

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26 ¹ Federal Judicial Caseload Statistics Report C-5, Median Time from Filing to
27 Disposition of Civil Cases by Action Taken, published by United States Courts
28 (March 31, 2024) (<https://www.uscourts.gov/data-news/data-tables/2024/03/31/federal-judicial-caseload-statistics/c-5>; visited 6/5/2025).

1 *Williams v. Bowman*, 157 F.Supp. 2d 1103, 1106 (N.D. Cal. 2001)). Here, the sale
2 of Plaintiff's Florida operations, as well as the breach of the Bonus Compensation
3 Agreement, all occurred in Florida after Catalina Yachts sold all of its assets and the
4 key witnesses. Additionally, key witnesses and documents are located there. Plaintiff
5 may have succeeded in beating Ms. Day to this Court, but the fact remains that the
6 core of the dispute will be decided based upon the facts surrounding the sale of the
7 Florida operations.

8 **IV. CONCLUSION**

9 The convenience of witnesses, the parties' contacts to Florida, the significant
10 contacts in Florida relating to Plaintiff's cause of action (and likely claims to be
11 asserted by Ms. Day), the interests of justice, and the location of operative facts all
12 support transfer to Florida. Plaintiff's choice of forum, while entitled to some
13 deference, does not outweigh these considerations.

14 Accordingly, Defendants respectfully request that this Court transfer this
15 action to the United States District Court for the Middle District of Florida.

16 .
17 Dated: June 9, 2025

**SHUMAKER, LOOP & KENDRICK,
LLP**

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20 By: /s/ Steven M. Berman
Steven M. Berman
Attorneys for Defendant
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